

PART 3

EXHIBIT 1

**NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

Exhibit 1

EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1.1. The Contractor shall comply with all State laws and regulations which are in effect pertaining to nondiscrimination. In addition, on contracts financed in whole or in part with Federal funds, the Contractor shall comply with all Federal laws and regulations which are in effect.

1.2. The equal employment opportunity requirements listed below require that the Contractor not discriminate. The requirements also mandate that the Contractor take affirmative action to ensure equal employment opportunity. The requirements set forth in this Contract provision shall constitute the specific affirmative action requirements for project activities under the Contract. The Contractor shall cooperate with WSF, and the Federal Government on Federal-aid projects, in carrying out equal employment opportunity obligations and in reviews of the Contractor's activities under the Contract.

1.3. GENERAL

1.3.1. The Contractor and all subcontractors or lower tier subcontractors (not including material suppliers) holding subcontracts of \$10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor or the lower tier subcontractors.

1.4. EQUAL EMPLOYMENT OPPORTUNITY POLICY

1.4.1. The Contractor shall accept as an operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability, and to promote the full realization of equal employment opportunity through a positive continuing program:

1 It is the policy of this Company to ensure that applicants are
2 employed, and that employees are treated during employment,
3 without regard to their race, religion, sex, color, national origin,
4 age, or disability. Such action shall include: employment,
5 upgrading, demotion, or transfer; recruitment or recruitment
6 advertising; layoff or termination; rates of pay or other forms of
7 compensation; and selection for training, including apprenticeship,
8 preapprenticeship, and/or on-the-job training.
9

10 **1.5. EQUAL EMPLOYMENT OPPORTUNITY OFFICER**
11

12 1.5.1. The Contractor shall officially designate and make known to WSF during the
13 preconstruction meetings and discussions the firm's Equal Employment
14 Opportunity Officer (hereinafter referred to as the EEO Officer). The EEO
15 Officer will also be responsible for making him/herself known to each of the
16 Contractor's employees. The EEO Officer must possess the responsibility,
17 authority, and capability for administering and promoting an active and
18 effective Contractor program of equal employment opportunity.
19

20 **1.6. DISSEMINATION OF POLICY**
21

22 **1.6.1. Supervisory Personnel**

23 All members of the Contractor's staff who are authorized to hire, supervise,
24 promote, and discharge employees, or who recommend such action, or who are
25 substantially involved in such action, shall be made fully cognizant of, and shall
26 implement the Contractor's equal employment opportunity policy and
27 contractual responsibilities to provide equal employment opportunity in each
28 grade and classification of employment. To ensure that the above agreement
29 will be met, the following actions shall be taken as a minimum:
30

31 A. **EEO Meetings.** Periodic meetings of supervisory and personnel
32 office employees shall be conducted before the start of work and then
33 not less often than once every six (6) months, at which time the
34 Contractor's equal employment opportunity policy and its
35 implementation shall be reviewed and explained. The meetings shall
36 be conducted by the EEO Officer or other knowledgeable company
37 official.
38

39 B. **EEO Indoctrination.** All new supervisory or personnel office
40 employees shall be given a thorough indoctrination by the EEO
41 Officer or other knowledgeable company official covering all major
42 aspects of the Contractor's equal employment opportunity obligations
43 within thirty (30) days following their reporting for duty with the
44 Contractor.

1 C. **Internal EEO Procedures.** All personnel who are engaged in direct
2 recruitment for the project shall be instructed by the EEO Officer or
3 appropriate company official in the Contractor's procedures for
4 locating and hiring minority group and female employees.
5

6 1.6.2. **Employees, Applicants, and Potential Employees**
7

8 In order to make the Contractor's equal employment opportunity policy known
9 to all employees, prospective employees, and potential sources of employees,
10 e.g., schools, employment agencies, labor unions (where appropriate), college
11 placement officers, community organizations, etc., the Contractor shall take the
12 following actions:
13

14 A. **Notices and Posters.** Notices and posters setting forth the
15 Contractor's equal employment opportunity policy shall be placed in
16 areas readily accessible to employees, applicants for employment, and
17 potential employees.
18

19 B. **EEO Indoctrination.** The Contractor's equal employment
20 opportunity policy and the procedures to implement such policy shall
21 be brought to the attention of employees by means of meetings,
22 employee handbooks, or other appropriate means.
23

24 1.7. **RECRUITMENT**
25

26 1.7.1. The Contractor shall be responsible for directing recruitment efforts, both oral
27 and written to minority, female, and community organizations and shall take the
28 following actions:
29

30 A. **"Equal Opportunity Employer".** When advertising for employees,
31 the Contractor shall include in all advertisements for employees the
32 notation: "An Equal Opportunity Employer." All such advertisements
33 shall be published in newspapers or other publications having a large
34 circulation among minorities and women in the area from which the
35 project work force would normally be derived.
36

37 B. **Systematic and Direct Recruitment.** The Contractor shall, unless
38 precluded by a valid bargaining agreement, conduct systematic and
39 direct recruitment through public and private employee referral
40 sources likely to yield qualified minority and women applicants,
41 including, but

not limited to, State employment agencies, schools, colleges, and minority and women organizations. To meet this requirement, the Contractor shall, through the designated EEO Officer, identify sources of potential minority and women employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

C. **Exclusive Hiring.** In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity Contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates the equal employment opportunity requirements.)

D. **Referrals and Notices (Existing Employees).** The Contractor shall encourage present employees to refer minority and women applicants for employment by posting appropriate notices or bulletins in areas accessible to all employees. In addition, information and procedures with regard to referring minority and women applicants shall be discussed with all employees.

1.8. PERSONNEL ACTIONS

1.8.1. Wages, working conditions, and employee benefits shall be established and administered; and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

A. **Conditions of Employment.** The Contractor shall conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. **Wages.** The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

1 C. **Review of Personnel Actions.** The Contractor shall periodically
2 review selected personnel actions in depth to determine whether there
3 is evidence of discrimination. Where evidence is found, the
4 Contractor shall promptly take corrective action. If the review
5 indicates that the discrimination may extend beyond the actions
6 reviewed, such corrective action shall include all affected persons.
7

8 D. **Complaints.** The Contractor shall promptly investigate all complaints
9 of alleged discrimination made to the Contractor in connection with
10 the obligations under this Contract, shall attempt to resolve such
11 complaints, and shall take appropriate corrective action within a
12 reasonable time. If the investigation indicates that the discrimination
13 may affect persons other than the complainant, such corrective action
14 shall include such other persons. Upon completion of each
15 investigation the Contractor shall inform every complainant of all of
16 the avenues of appeal.
17

18 1.9. **TRAINING AND PROMOTION - GENERAL**

19
20 The Contractor shall assist in locating, qualifying, and increasing the skills of minority
21 and women employees and applicants for employment.
22

23 Consistent with the Contractor's workforce requirements and as permissible under
24 Federal and State Regulations, the Contractor shall make full use of training programs;
25 i.e., apprenticeship and On-the-Job Training (OJT) programs for the specific project and
26 the geographical area of contract performance.
27

28 When the bid or proposal includes a pay item for training, a part of the Contractor's equal
29 employment opportunity affirmative action program shall be as provided in the following
30 paragraphs:
31

32 1.9.1 **Special Training Provisions**

33 1. **General Requirements Special Training Provisions**

34
35 The Contractor shall provide on-the-job training aimed at developing full
36 journeyman status in the type of trade involved. The number of trainees to be
37 trained and the number of training hours for the Contract shall be: *****0*****. The
38 number of training hours to be performed will also be specified on the Bid form,
39 under the bid item "Training". In the event the Contractor subcontracts a portion
40 of the contract work, the Contractor shall determine how many, if any, of the
41 trainees are to be trained by the subcontractor and the hours they are to be
42 assigned, provided however, that the Contractor shall retain the primary
43 responsibility for meeting the training requirements imposed by this provision.
44 The Contractor shall also ensure that this Training Provision is made applicable to
45

1 such subcontract. Where feasible, 25 percent (25%) of apprentices or trainees in
2 each occupation shall be in their first year of apprenticeship or training.
3
4

5 **2. Training Program Requirements**
6

7 The Contractor shall be responsible for the preparation and submittal of its own,
8 and any of its subcontractors, completed Training Program (DOT Form 272-049).
9 The program must be submitted to the Project Engineer for approval at the
10 Preconstruction Conference or no later than processing of the first progress
11 payment or when changes modifying the program occur. The Training Program
12 shall contain the trade proposed to accomplish the training item in the Contract,
13 the number of trainees and hours assigned to the trade, and the estimated
14 beginning work date for the trainees. The number of trainees shall be distributed
15 among the work classifications based on the Contractor's needs and availability of
16 journeymen in the various classifications within reasonable area of recruitment.
17 The Contractor will be credited for each trainee employed on the Contract work
18 who is currently enrolled or becomes enrolled in approved program, and will be
19 reimbursed for such trainees as provided hereinafter.
20

21 **3. Affirmative Action Recruitment Required**
22

23 This training commitment is not intended, and shall not be used, to discriminate
24 against any applicant for training, whether a protected group individual or not.
25 However, training and upgrading of minorities and women toward journeyman
26 status is a primary objective of this Training Provision. Accordingly, the
27 Contractor/subcontractor assigned training shall make every effort to enroll
28 minority and women trainees to the extent such persons are available within a
29 reasonable area of recruitment. More specifically, if a non-minority male
30 trainee/apprentice is proposed for utilization toward meeting the training goal,
31 approval may be granted if the Contractor/subcontractor proposing to utilize the
32 trainee is otherwise in compliance with the Contract's Equal Employment
33 Opportunity (EEO) and On-the-Job Training (OJT) requirements and further
34 provides documentation as to the efforts taken to fill the specific training position
35 with either minorities or females; or, if not otherwise in compliance, furnishes
36 evidence of his/her systematic and direct recruitment efforts in regard to the
37 position in question and in promoting the enrollment and/or employment of
38 minorities and females in the craft which the proposed trainee is to be trained.
39

40 As a minimum, a Contractor/subcontractor who is not otherwise in compliance
41 can substantiate their systematic and direct recruitment efforts by providing
42 documentation as to the following:
43

- 44 a. Written notification to minority and female recruitment sources and
45 community organizations of available employment opportunities with the
46 Contractor/subcontractor and/or enrollment opportunities with its unions;

- 1
2 b. Records documenting the Contractor/subcontractor's efforts, and the
3 outcome of those efforts, to employ minority and female applicants and/or
4 refer them to unions;
5
6 c. Records reflecting the Contractor/subcontractor's efforts/participation in
7 developing minority and female on-the-job training opportunities,
8 including upgrading programs and apprenticeship;
9
10 d. Written notices to unions and training programs disseminating the
11 Contractor/subcontractor's EEO policy and requesting their cooperation in
12 achieving his/her EEO and OJT obligations.
13

14 Systematic and direct recruitment efforts must be through public and private
15 sources likely to yield minority and female trainees. Such documentation must be
16 submitted in a timely manner. Contractor/subcontractor's compliance with this
17 section shall be made on a case-by-case basis.
18

19 4. **Journeyman Trainees Not Eligible**
20

21 No employee shall be employed as a trainee in any classification in which the
22 employee has successfully completed a training course leading to journeyman
23 status or in which the employee has been employed as a journeyman. The
24 Contractor should satisfy this requirement by including appropriate questions in
25 the employee application or by other suitable means. Regardless of the method
26 used, the Contractor's records shall document the findings in each case.
27

28 1.9.2. **Training Program and Trainee Approval - General**
29

30 The **minimum length** and type of training for each classification will be as
31 established in the training program selected by the Contractor and approved by
32 the Project Engineer and the Federal Funding source, if any.
33

1 **1.9.3. Acceptable Training Programs**

2
3 For the purpose of this specification, acceptable Training Programs are those employing
4 trainees/apprentices from the following:

- 5
6 1. Apprentices registered with a Washington State Department of Labor - State
7 Apprenticeship Training Council (SATC) approved apprenticeship agreement.
8 Pursuant to RCW 49.04.060, an apprenticeship agreement is:
9
10 a. An individual written agreement between an employer and apprentice; or
11
12 b. A written agreement between an employer, or an association of
13 employers, and an organization of employees describing conditions of
14 employment for apprentices; or
15
16 c. A written statement describing conditions of employment for apprentices
17 in a plant where there is no bona fide employee organization.
18
19 All such agreements shall conform to the basic standards and other provisions of
20 RCW Chapter 49.
21
22 2. Apprentices registered with a United States Department of Labor - Bureau of
23 Apprenticeship and Training (BAT) approved program.
24
25 3. Trainees participating in a non-BAT/SATC program approved by WSF and the
26 Federal Funding source, if any, for the specific project.
27

28 Such Training Programs will be considered acceptable provided they are administered in
29 a manner consistent with the equal opportunity obligations of Federal-aid highway
30 construction contracts.
31

32 **1.9.4. Training Program Approval**

33
34 Training Programs will be approved if the proposed number of trainees for both the
35 Contractor and subcontractors cumulatively, equal or exceed the number established on
36 the Contract and the proposed number of training hours shall equal the training bid item
37 hourly assignment. Also, a program will be approved only if it is reasonably calculated
38 to meet the equal employment opportunity obligations of the Contractor and to qualify
39 the average trainee for journeyman status by the end of the training period or beneficially
40 contributes toward a trainee achieving journey status in the classification concerned. In
41 addition, the Contractor shall comply with the following:
42

1 **1. Other Than Apprenticeship Trades**

2
3 Contractors who are not affiliated with a program approved by BAT or SATC can
4 have their training program approved provided that the program is submitted for
5 approval on DOT Form 272-049, and the following standards are satisfactorily
6 addressed and incorporated in the Contractor's program:
7

8 a. **Minimum Qualifications**

9
10 The Contractor shall establish minimum qualifications for persons
11 entering the training program.
12

13 b. **Work Skills**

14
15 An outline of the work processes in which the trainee will receive
16 supervised work experience and training on-the-job and the allocation of
17 the approximate time to be spent in each major process shall be set forth in
18 these standards.
19

20 c. **Terms of Training**

21
22 The terms of training shall be stated in hours. The number of hours
23 required for completion to journeyman status shall not exceed 1,000 hours
24 for any one individual.
25

26 d. **Program Monitoring**

27
28 The method for recording and reporting the training completed shall be
29 stated.
30

31 e. **Ratio of Trainees**

32
33 A numeric ratio of trainees to journeymen shall be established. It shall be
34 consistent with proper supervision, training, safety, and continuity of
35 employment. The ratio language shall be specific and clear as to
36 application in terms of job site and workforce during normal operations
37 (normally considered to fall between 1:10 and 1:4).
38

39 **2. Program Approval Required**

40
41 Approval or acceptance of the Contractor's training program shall be obtained
42 from the Project Engineer prior to commencing the trainee's work covered by the
43 program.
44

1 **3. Trainee Approval Required**

2
3 After approval of the training program, information concerning each individual
4 trainee and good faith effort documentation shall be submitted on DOT Form
5 272-050 in a timely manner. It is the intention of these provisions that training is
6 to be provided in the construction crafts rather than clerk-typists or secretarial-
7 type positions. Training is permissible in lower level management positions such
8 as office engineers, estimators, timekeepers, etc., where the training is oriented
9 toward construction applications.

10
11 **4. Off-Site Training**

12
13 Some offsite training is permissible, as long as the training is an integral part of
14 an approved training program and does not comprise a significant part of the
15 overall training.

16
17 **5. Training Reimbursement**

18
19 Except as otherwise noted hereinafter, the Contractor will be reimbursed under
20 the bid item "Training" per hour for each hour of training for each employee that
21 is trained in accordance with an approved training program. As approved by the
22 Engineer, reimbursement will be made for training persons in excess of the
23 number specified herein. Reimbursement will be made on the monthly progress
24 estimate upon receipt of a certified invoice that shows the related weekly payroll
25 number, the name of the trainee, total hours trained under the program, previously
26 paid hours under the Contract, hours due this estimate, and the dollar amount due
27 this estimate. Training invoices shall be submitted in a timely manner consistent
28 with the achievement of training. The certified invoice shall show a statement
29 indicating the Contractor's effort to enroll minorities and women when a new
30 enrollment occurs. If a trainee is participating in a SATC/BAT approved
31 apprenticeship program, a copy of the certificate showing apprenticeship
32 registration must accompany the first invoice on which the individual appears.
33 Reimbursement for training occurring prior to approval of the training program
34 will be allowed if the Contractor verbally notifies the Project Engineer of this
35 occurrence at the time the apprentice/trainee commences work. This
36 reimbursement will be made even though the Contractor receives additional
37 training program funds from other sources, provided such other sources do not
38 specifically prohibit the Contractor from receiving other reimbursement.
39 Reimbursement to the Contractor for offsite training indicated above may only be
40 made when the Contractor does one or more of the following and the trainees are

1 concurrently employed on a Federal-aid project: contributes to the cost of the
2 training, provides the instruction to the trainee, or pays the trainee's wages during
3 the offsite training period. A trainee/apprentice, regardless of craft, must have
4 worked on the Contract for at least 20 hours to be eligible for reimbursement.
5

6 **6. Compliance**
7

8 No payment will be made to the Contractor if either the failure to provide the
9 required training, or the failure to hire the trainee as a journeyman, is caused by
10 the Contractor, and evidences a lack of good faith on the part of the Contractor in
11 meeting the requirements of this training provision. It is normally expected that a
12 trainee will begin training on the project as soon as feasible after start of work,
13 utilizing the skill involved and remain on the project as long as training
14 opportunities exist in the work classification or until the completion of the
15 training program. It is not required that all trainees be on board for the entire
16 length of the Contract. A Contractor will have fulfilled the responsibilities under
17 this training provision if the Contractor has provided acceptable training to the
18 number of trainees specified and has complied with the training hours assigned.
19 The number trained shall be determined on the basis of the total number enrolled
20 on the Contract for a significant period.
21

22 **7. Wage Progressions**
23

24 Trainees will be paid at least the applicable rations or wage progressions shown in
25 the apprenticeship standards published by the Washington State Department of
26 Labor and Industries. In the event that no training program has been established
27 by the Department of Labor and Industries, the trainee shall be paid in accordance
28 with the provisions of RCW 39.12.021 which reads as follows:
29

30 Apprentice workmen employed upon public works projects for
31 whom an apprenticeship agreement has been registered and
32 approved with the State Apprenticeship Council pursuant to RCW
33 49.04, must be paid at least the prevailing hourly rate for an
34 apprentice of that trade. Any workman for whom an
35 apprenticeship agreement has not be registered and approved by
36 the State Apprenticeship Council shall be considered to be a fully
37 qualified journeyman, and, therefore, shall be paid at the prevailing
38 hourly rate for journeymen.
39

1 **1.9.5. Other Requirements**

2
3 In addition to those other requirements already stated, the Contractor shall ensure the
4 following:

5
6 **1. Monitoring**

7
8 The Contractor shall furnish the trainee a copy of the program the Contractor will
9 follow in providing the training. The Contractor shall provide each trainee with a
10 certification showing the type and length of training satisfactorily completed.

11
12 **2. Maintenance of Records**

13
14 The Contractor shall provide for the maintenance of records and furnish periodic
15 reports documenting its performance under this training provision.

16
17 **3. Assistance**

18
19 The Contractor shall advise employees and applicants for employment of
20 available training programs and entrance requirements for each.

21
22 **4. Promotions**

23
24 The Contractor shall periodically review the training and promotion potential of
25 minority and women employees and shall encourage eligible employees to apply
26 for such training and promotion.

27
28 **1.10. UNIONS**

29
30 1.10.1. If the Contractor relies in whole or in part upon unions as a source of employees,
31 the Contractor shall use his/her best efforts to obtain the cooperation of such
32 unions to increase opportunities for minorities and women within the unions, and
33 to effect referrals by such unions of minority and women employees. Actions by
34 the Contractor either directly or through a contractor's association acting as agent
35 shall include the procedures set forth below:

36
37 A. **Joint Training Programs.** The Contractor shall use its best efforts to
38 develop, in cooperation with the unions, joint training programs aimed
39 toward qualifying more minorities and women for membership in the
40 unions and increasing the skills of minority and women employees so that
41 they may qualify for higher paying employment.
42

- 1 B. **Equal Opportunity Clause.** The Contractor shall use its best efforts to
2 incorporate an equal employment opportunity clause into each union
3 agreement to the end that such union will be contractually bound to refer
4 applicants without regard to their race, color, religion, sex, national origin.
5 age, or disability.
6
- 7 C. **Referral Practices and Policies.** The Contractor is to obtain information
8 as to the referral practices and policies of the labor union except that to the
9 extent such information is within the exclusive possession of the labor
10 union and such labor union refuses to furnish such information to the
11 Contractor, the Contractor shall so certify to the Department of
12 Transportation and shall set forth what efforts have been made to obtain
13 such information.
14
- 15 D. **Non-cooperation.** In the event the union is unable to provide the
16 Contractor with a reasonable flow of minority and women referrals within
17 the time limit set forth in the collective bargaining agreement, the
18 Contractor shall, through independent recruitment efforts, fill the
19 employment vacancies without regard to race, color, religion, sex, national
20 origin, age, or disability, making full efforts to obtain qualified and/or
21 qualifiable minorities and women. *(The U.S. Department of Labor has*
22 *held that it shall be no excuse that the union with which the Contractor*
23 *has a collective bargaining agreement providing for exclusive referral*
24 *failed to refer minority employees.)* In the event the union referral
25 practice prevents the Contractor from meeting the obligations pursuant to
26 Executive Order 11246 and 23 CFR Part 230 as amended, and the
27 Contract provisions, such Contractor shall immediately notify the Project
28 Engineer.
29

30 1.11. **SUBCONTRACTING, PROCUREMENT OF MATERIALS, AND LEASING**
31 **OF EQUIPMENT**
32

- 33 1.11.1. **Nondiscrimination,** The Contractor shall not discriminate on the grounds of
34 race, color, religion, sex, national origin, age, or disability in the selection and
35 retention of subcontractors, including procurement of materials and leases of
36 equipment.
37
- 38 1.11.2. **Solicitation and Utilization.** The Contractor shall use its best effort to solicit
39 bids from, and to utilize, disadvantaged, minority, and women subcontractors,
40 or subcontractors with meaningful minority and women representation among
41 their employees.
42

1.11.3. **Subcontractor EEO Obligations.** The Contractor shall notify all potential subcontractors and suppliers of the EEO obligations required by the Contract. The Contractor shall use its efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

1.12. **RECORDS AND REPORTS**

1.12.1. **General**

The Contractor shall keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor shall be designated to indicate:

- A. **Work Force Data.** The number of minority and nonminority group members and women employed in each work classification on the project.
- B. **Good Faith Efforts - Unions.** The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
- C. **Good Faith Efforts - Recruitment.** The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
- D. **Subcontracting.** The progress and efforts being made in securing the services of disadvantaged, minority, and women subcontractors or subcontractors with meaningful minority and female representation among their employees.

1.12.2. **Required Records and Retention**

- A. All records must be retained for a period of three (3) years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of WSF, and the source of Federal funding, if any.
- B. On Federal-aid contracts only, the Contractor/subcontractor shall submit to the Project Engineer a completed FHWA 1391 (or comparable federal funding source form) by August 25. The report

1 must reflect the Contractor/subcontractor's total employment on all
2 Federal-aid projects with WSF as of July 31. The staffing figures to
3 be reported should represent the project work force on board in all of
4 any part of the last payroll period preceding the end of July. For
5 multiyear projects, a report is required to be submitted each year
6 throughout the duration of the Contract.
7

8 C. All Contractors / subcontractors having contracts of \$100,000 or more
9 that are Federally funded shall submit WSDOT Form 820-010 to the
10 Project Engineer by the fifth of the month during the term of the
11 Contract. The Contractors/subcontractors shall maintain this
12 information for all WSF funded projects, and those Federally funded
13 projects under \$100,000.
14

15 D. *Failure to submit the required reports by their due dates may result in*
16 *the withholding of progress estimate payments.*
17
18
19
20
21

(END)